4348

BILL NO. S-79-01-03

SPECIAL ORDINANCE NO. S-Withdrawn

AN ORDINANCE approving an Agreement to purchase Real Estate from Ron W. Bassett for Neighborhood Care, Inc.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement to purchase Real Estate dated November 27, 1978, between the City of Fort Wayne, by and through its Mayor and Neighborhood Care, Inc., and Ron W. Bassett, for:

East 25' of Lot 330, Hamilton 4th Addition, commonly known as 311 East Creighton Avenue, Fort Wayne, Indiana,

for a total cost of $550.00, all as more particularly set forth in said agreement which is on file in the Office of Neighborhood Care, Inc., and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.

Vivian L. Schmidt
Councilman

APPROVED AS TO FORM
AND LEGALITY,
CITY ATTORNEY

Read the first time in full and on motion by D. Schmidt, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M.,E.S.T.

DATE: 1-9-79

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES					
BURNS					
HINGA					
HUNTER					
MOSES					
NUCKOLS					
SCHMIDT, D.					
SCHMIDT, V.					
STIER					
TALARICO					

DATE: _____

_____
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. _____ on the _____ day of _____, 19__.

ATTEST: (SEAL)

_____
CITY CLERK

_____
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 19__, at the hour of _____ o'clock ____ M.,E.S.T.

_____
CITY CLERK

Approved and signed by me this _____ day of _____, 19__ at the hour of _____ o'clock _____ M.,E.S.T.

_____
MAYOR

Held until Feb 6 — for information on re-bids.

Bill No. S-79-01-03

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving an Agreement to purchase Real Estate from Ron W. Bassett for Neighborhood Care, Inc.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do not pass.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 1-17-79

From Charles W. Westerman - City Clerk

Subject Appearance before Common Council - 2-6-79 - 7:30 P.M.

COPIES TO:

BILL NO. S-79-01-01

AN ORDINANCE approving an Agreement to purchase Real Estate from Ron W. Bassett for Neighborhood Care, Inc.

BILL NO. S-79-01-03

AN ORDINANCE approving an Agreement to purchase Real Estate from Ron W. Bassett for Neighborhood Care, Inc.

Pursuant to the request of the Standing Committee Chairman of Finance of the Common Council, the presence of Tony Burris - CD&P (Neighborhood Care, Inc.) and others familiar with the above ordinances is respectfully requested on February 6, 1979, 7:30 P.M., Room 128, Common Council Conference Room.

Common Council is interested in more information, such as cost repairs & estimates involved in the rehabilitation of the above real estates.

Your cooperation will be greatly appreciated.

1/17/79

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

community development & planning

February 9, 1979

Fort Wayne Common Council
City Clerk's Office
122 City-County Building
Fort Wayne, IN 46802

RE: Ordinance S-79-01-01

Council Members:

The Department of Community Development and Planning requests that Ordinance S-79-01-01 pertaining to the purchase of real estate from Ron Bassett be withdrawn from consideration by the Common Council. Said property has been placed on the emergency demolition list by Minimum Housing due to residents' request and the unsafe conditions caused by the vandalism that has occurred over the last several weeks.

Thank you in advance for your cooperation.

Sincerely,

R. Steven Hill, Director
Community Development and Planning

RSH/js

311 E. Creighton
Ron Bassett
12-14-78

If the purchase of this property is approved by City Council it will be used for the Co-Op Parenting Program.

It is a 2 story, duplex house with 4 bedrooms, 2 living rooms, 1 dining room, 2 kitchens, and 2 baths. It has a full basement.

The exterior is insulbrick siding, it has an asphalt shingle roof, the gutters, downspouts, storms and screens are in very poor condition. There is no garage.

This dwelling has been vacant and extensively vandalized. All utility systems will need to be replaced.

The age of this home is approximately 60 years old.

This structure is in extremely poor condition. Cost of rehab is undetermined at this time.

The assessed value of the property is $1880.00

Our cost to buy the property is $550.00

The two appraisals are: 1. $800.00
300.00

This property is being bought along with the property at 315 E. Creighton. If it is not demolished and used for a play area it will be completely rehabed and then put into the Co-Op Parenting Program.

TOM BILL

T. L. Bill Real Estate

RECEIVED NOV 22 1978

REAL ESTATE APPRAISEMENT

APPRAISER - REALTOR

FOR
NEIGHBORHOOD CARE, INC.,
800 CITY-COUNTY BLDG.,
FORT WAYNE, INDIANA

THOMAS L. BILL

P.O. Box 5375
Fort Wayne, Indiana 46805

(219) 483-2330

PROPERTY IDENTIFICATION

LOCATION:

311 E.CREIGHTON AVE.,FT.WAYNE,INDIANA

LEGAL DESCRIPTION:

EAST 1/2 OF LOT 330 HAMILTONS 4TH ADDITION
LOT SIZE: 25 x 150

PHYSICAL DESCRIPTION:

Two story frame dwelling containing approximately 1775,sq.ft. of living area. 9 total rooms.4 bedrooms, 2 baths.constructed on basement foundation .interior is plaster. exterior is insulbrick.roof is asphalt shingle. property contains 248 sq.ft. front porch.property contains no garage.property is in extremely poor condition.dwelling has been vacant and extensively vandalized. all utility systems need replacement.. property is appraised " as is".located on level lot 4ft.above street grades.

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property as of this date.

"Market Value" is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used.

OPINION OF VALUE

Appraised Value — Land	$ 600.00
Appraised Value — Site Improvements	$ 100.00
Appraised Value — Improvements	$ 400.00
Estimated Market Value	$ 300.00

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. Existing liens and encumbrances, if any, have been disregarded and the property has been appraised as though free and clear. It is assumed that the legal description furnished us is correct and that the title to the real estate is good and merchantable.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

The fee for this appraisal does not provide compensation for conference or testimony or attendance in court nor shall this appraiser be required to give testimony or to appear in any court by reason of the appraisal without previous arrangements having been made therefor.

CERTIFICATION

I do hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors effecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property. The sole compensation for the employment being a fair professional fee.

Thomas L. Bill
APPRAISER

DATE NOVEMBER 13,1978

THOMAS L.BILL

COMMENTS: site improvements and extras(depreciated value.)

site improvements	100.00
porch	75.00
basement	200.00
	$375.00

NOTE:Due to the extreme age and extensively vandalized condition of the subject property the cost approach is considered to be completely irrelevant and unapproptiate and consequently is not used in this appraisal problem.

ESTIMATED REPLACEMENT COST:

MAIN BUILDING – LIVING AREA	SQ. FT. @ $	$
BASEMENT	SQ. FT. @ $	$
EXTRAS		$
ESTIMATED REPLACEMENT COST OF MAIN BUILDING		$
LESS DEPRECIATION:		
PHYSICAL DEPRECIATION	%	
FUNCTIONAL OBSOLESCENCE	%	
ECONOMIC OBSOLESCENCE	%	
TOTAL DEPRECIATION	%	$
DEPRECIATED VALUE – MAIN BUILDING		$
DEPRECIATED VALUE – GARAGE		$
DEPRECIATED VALUE – SITE IMPROVEMENTS		$
TOTAL DEPRECIATED VALUE – ALL IMPROVEMENTS		$
LAND VALUE		$
VALUE BY COST APPROACH		$
ROUND OFF TO	$	

MARKET APPROACH TO VALUE

ADDRESS	2729 Winter	+	–	128 E.Dewald	+	–	1907 S.Harrison	+	–
DATE SOLD	8/10/78	25		10/6/78	25		10/12/78	25	
LOT SIZE	83x138		800	50x150		300	30x133		300
STYLE	2st			2st			2st		
CONDITION	Good		8500	Good		9500	Good		9500
BEDROOMS	4			4			2		
BATHS	2			4		400	2		
SF/LA	1700	110		2300		700	1800		
GARAGE	None			2car		500	No		
Fence			400						
Location			1500						
Appliances									200
	VA Pts.		400						
TOTAL + or –		$ -12465			$ -11375			$ -9975	
SALE PRICES OF COMPARABLES		$ 12900			$ 12500			$ 10000	
INDICATED VALUE(S) BY MARKET APPROACH		$ 435			$ 1125			$ 25	

CORRELATION OF VALUES INDICATED BY COST AND MARKET APPROACH:

Cost approach is not used because of extreme vandalism and age. The market approach indicates a value of $300.00.Present value is determined to be $300.00.

VALUE CONCLUSION: LAND $ $600.00 IMPROVEMENTS $ -300.00 TOTAL $ $300.00

THOMAS L. BILL
REAL ESTATE, APPRAISER
P. O. Box 5375
Fort Wayne, Indiana 46805
(219) 483-2330

SUBJECT PHOTOGRAPHIC VIEWS
ADDRESS: 311 E.CREIGHTON AVE.,FT.WAYNE,INDIANA

FRONT VIEW

REAR VIEW

STREET VIEW

GEORGE J. ADAMS • Appraisals
6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

11/20/78

Mr. Harold Lewis
Neighborhood Care Inc.
880 City/County Building
One Main Street
Fort Wayne, IN.

Dear Mr. Lewis;

Pursuant to your request, I have personally inspected the site located at 311 E. Creighton Avenue, Fort Wayne, IN.

Having made an analysis of matters considered pertinent to estimating fair market value, I enclose herein the results of that estimate.

Please call with all questions.

Sincerely;

George J. Adams-Appraiser

EORGE J. ADAMS • Appraisals

6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

REPORT OF APPRAISAL

MADE FOR Neighborhood Care Inc. 880 City/County Building, Fort Wayne, IN

LOCATION: 311 E. Creighton Avenue, Fort Wayne, IN

LEGAL DESCRIPTION: E25' Lot 330, Hamilton 4th Addition

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property in fee simple as of this date.

"Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used."

OPINION OF VALUE

Appraised Value – Land	$ 500.00
Appraised Value – Improvements	$ 300.00
Estimated Fair Market Value	$ 800.00

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. It is assumed that the legal description furnished is correct and that the title to the real estate is good and marchantable. Existing liens and encumbrences, if any, have been disregarded in this appraisal, and the property has been appraised as though free and clear.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

Possession of this report does not carry with it the right of publication nor may it be used for any purpose by any one except to whom it is addressed except with the previous written consent of the appraiser and the client. The appraiser shall not be required to give testimony or to appear in any Court by reason of this appraisal without previous arrangements having been made therefor.

CERTIFICATION

I hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors effecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property.

DATE 11/20/78

George J. Adams-Appraiser

NEIGHBORHOOD DATA;

The subject neighborhood is located approximately 2300 South and 300 East of the center of the City of Fort Wayne, IN.

Schools, Churches, Shopping and Service facilities are available but less than convenient to the area.

All City facilities, public walks and improved streets are present and available to the area.

The neighborhood is zoned predominately residential and is thus composed chiefly of older, single and multiple family residences.

The majority of the dwellings are of frame construction, are generally in good to poor condition. Average age is approximately 60 years.

The Real Estate market in the neighborhood appears very weak and slow with demand almost non-existant.

Location of subject across from neighborhood park, reacts favorably on value.

ASSESSED VALUATION AND TAXES;

The subject is currently assessed at $300 for the land and $1580 for the improvements. The current tax rate for Wayne Township is $10.569. Thus the tax expense for the subject would be $198.70, not considering exemptions and adjustments.

DESCRIPTION OF PROPERTY;

The subject comprises a rectangular parcel of land. The site has a frontage along Creighton Street of 25 feet and a depth of 150 feet. An alley and utility easement provides the rear property line.

The subject consists of one building, which building is a frame constructed 2 story, multiple family residence. Approximate age is 65 years. Total improved living area comprises 1922 square feet. Condition is very poor and, besides refecting much age and deterioration, the property also shows the affects of total vandalizing. This vandalism precludes unlivability of the property.

Livability is dependant upon the expenditure of a large sum of money for repairs. This sum, exclusive of land value, almost equals any future potential value of the subject.

ESTIMATE OF VALUE BY THE MARKET APPROACH;

Market approach is generally defined as that method whereby the subject is compared to recent sales of similar properties, adjusting for those differences considered pertinent to value.

MARKET APPROACH:

Property	SqFt	Sty	Rms	Brs	Baths	Const	Car	Age Cond	Price	Date	Finance
SUBJECT	1922	2	9	4	2	Wd/Fr	-0-	65VP			
2427 Smith Street	1400	2	7	4	2	Wd/Fr	1D	52G	9000	10/78	FHA
446 E. Taber	2100	2	9	5	1.5	Wd/Fr	-0-	65F	9000	9/78	ASM
1620 E. Lewis St.	1738	2	7	4	2	A1/Fr	1.5D	60G	7700	10/78	CASH

	#1	#2	#3
	9000	9000	7700
Size/Rm Count	+ 200		
Age/Cond	- 8000	- 7000	- 8000
Location/Market	+ 500	+ 1000	+ 500
Financing	- 500		
Garage	- 700		- 700
Apply/Equip	- 200		
Siding			- 1000
Land	+ 150	+ 150	+ 200
Subject	$ 450	$3150	- $1300 Neg.

CORRELATION:

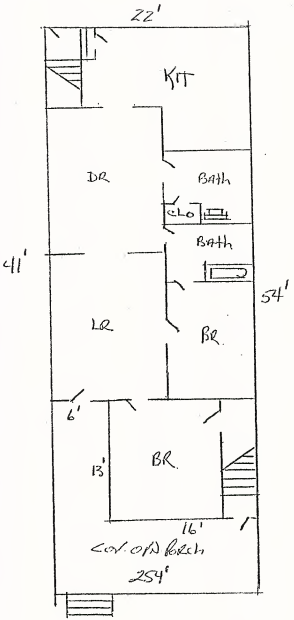
Giving equal emphasis to all three comparables as reflecting a valid indication of value, I am of the opinion that as of November 20, 1978, the fair market value of the subject was;

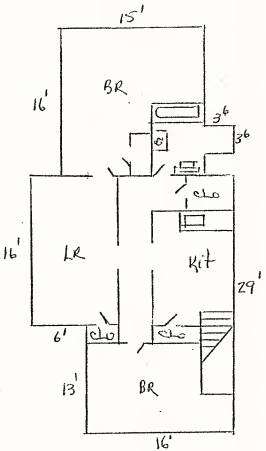
EIGHT HUNDRED (800) DOLLARS

DRAWING

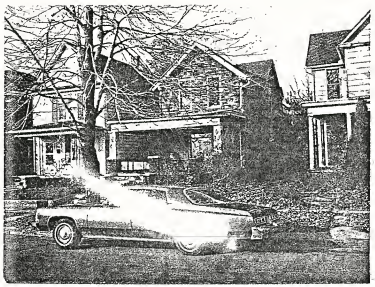
2 STORY FRAME STRUCTURE
OVER BASEMENT FOUNDATION)

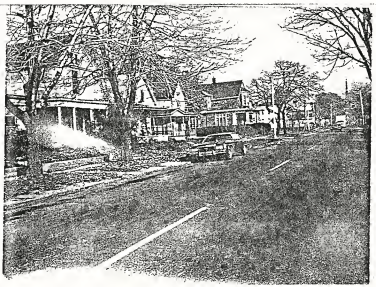
TOTAL IMPROVED LIVING AREA
1922'





Photo's





AGREEMENT TO PURCHASE REAL ESTATE

DATE: November 27, 1978

TO: Ron BAssett — OWNERS

I hereby agree to purchase from you for the sum of $ 550.00, the real estate in Allen county, Indiana, commonly known as 311 E. Creighton the legal description of which is: East ½ Lot 330 Hamiltons Addition

Cash or Cash Sala With New Mortgage

I WILL PAY SAID SUM OF $ 550.00, FOR SAID PROPERTY UPON THE FOLLOWING TERMS: $ 550.00 cesh upon delivery to me of a properly executed Warranty Deed for said property. Subject, however, to my ability to obtain within _____ days from the date hereof a _____ mortgage loan upon said property in an amount of not less than $ _____. Failure to obtain such financing within said period of time shall render this Agreement null, void and of no force and effect, and any earnest money deposited hereunder shall be refunded to me without delay. I agree to make immediate application for such financing.

Sala to Existing Mortgage

I shall assume and agree to pay the unpaid balance of an existing mortgage upon said property, which mortgage is held by _____, as Mortgagee, the approximate balance of which is $ _____. At the final closing of this transaction I shall pay to you the balance of the purchase price in cash and will, in addition thereto, reimburse you in cash, for any accumulated escrow funds, upon the proper assignment of same by you to me. At the time of final closing, you shall deliver to me a properly executed Warranty Deed for said property, which shall be subject to the unpaid balance of said mortgage indebtedness.

Sale on Land Contract

Payment of the sum of $ _____, in cesh, upon the execution of a land contract acknowledging peyment of thet sum and calling for tha payment of the remainder of tha purchase money in monthly payments of not less than $ _____ dollars per month including ____ % interest, computed _____ plus taxes and insurance. Land Contract to be written upon the Allen County Ber Association form uneltered.

THIS AGREEMENT TO PURCHASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Tax Agreement

1. I shall assume and pay the taxes upon said real astate due and payable the first Monday in (May) ~~NOVEMBER~~, 19 80, and all subsequent taxes, and I shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase.

Survey

2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of all improvements located thereon, as of the date hereof.

Title Exam.

3. Prior to the execution of the (Warranty Deed) (~~CONTRACT~~) you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement of Purchase, disclosing a marketable title in you. I will have said abstract examined by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render merketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Ber Association.

Closing

4. This trensection shell be closed as soon as your title to said real estete meets the necessary legel requirements and I obtein the necessary financing, if any, as hereinabove provided. At said closing, you shall deliver to me a properly executed (Warranty Deed) (~~CONTRACT~~) as hereinabova provided, (conveying) (~~CONTRACT~~) to me said real estate and all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect you shell assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to me of said (Warranty Deed) ~~LAND CONTRACT~~. In the event said real estete and all improvements thereon cannot be (conveyed) (~~CONTRACT~~) to me in substantially their present condition, usual wear and tear excepted, this egreement, at my election, shall not be binding upon me, and my earnest money deposited hereunder shall be returned to me without delay.

Possession

5. Possession of said real estate shall be delivered to me on or before AC. Rents, if any, shall be pro-rated, and insurance shall be (pro-rated) (cancelled), as of the date of closing. You will pay all cherges for utility services furnished seid premises until the possession is surrendered to me.

Improvements & Fixtures

6. This Agreement to Purchase includes all improvements and permenent fixtures used in connection with seid real estate including but not necessarily limited to the following: All electricel, gas, heeting and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____ if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances, et the time I accept title to said real estate, unless otherwise specified and egreed to by me.

Zoning

7. I hereby represent that my intended use of the said real estate requires a zoning classification of R 3 and this Agreement to Purchase is contingent on the said real estate being in such use district.

Inspection of Property

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions as steted herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representetives.

Earnest Money

9. I hereby deposit with your Agent, None, the sum of $ 0, to be used as earnest money in this transaction, and upon your written acceptance of this Agreement to Purchase, I will deposit with your said agent additionel earnest money in the sum of $ 0, all of which earnest money is to apply to the cash payment provided for et the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by you on or before the 4 day of December, 19 78, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchese is accepted by you and I fail to complete this purchase, my earnest money shell be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

This offer contingent upon approval of the Governing Body of the City of Fort Wayne.

Buyer

Buyer: Rosalie Bullmann Bennett — Buyer: DBA Neighborhood Care, Inc.

Address: _____ — Address: _____

Phone: _____ — Phone: _____

Receipt of Earnest Money

I, _____, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of $ 0, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 27 day of November, 19 78 _____

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof _____

_____ and also agree to pay our said agent a commission of _____, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.

Dated this 31 day of Nov., 19 78

Seller

Seller: N.W. Bassett * — Seller: Ethel E. Watson

Address: 9419 SARATOGA RD. — Address: _____

Phone: 4325015 — Phone: _____

Receipt of Earnest Money

I, _____, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of $ _____, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this _____ day of _____, 19 ____ _____

* CONTIGENT upon item 1 in the tax agreement above being changed from MAY 1980 to MAY 1979

4348

Admn. Appr. _____

DIGEST SHEET

L-79-01-03

TITLE OF ORDINANCE Appropriation Ordinance

DEPARTMENT REQUESTING ORDINANCE C D & P NCI

SYNOPSIS OF ORDINANCE Allow Neighborhood Care, Inc. to purchase property at 311 E. Creighton

EFFECT OF PASSAGE See attached sheet

EFFECT OF NON-PASSAGE See attached sheet

MONEY INVOLVED (Direct Costs, Expenditures, Savings) $550.00

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: Dec. 14, 1978